

## **BUILDING RESTRICTIONS (Revised Sept 18, 2018)**

**SUBJECT** to the building and other restrictions and conditions following:

### **LANDS**

- (1) The lands to which these building restrictions shall apply (hereinafter called the "said Lands") include the lot or lots hereinbefore described.

### **GARAGE**

- (2)(a) "Garage" as used herein shall include any structure used or to be used for the housing or protection of motor vehicles.
  - (b) The Garage and any other structure on the Lands such as a gardening or tool shed shall be constructed in a manner and decor to conform with the main residence to the satisfaction of the Grantor.

### **DWELLING**

- (3)(a) No building shall be erected on the Lands other than a detached residential single family dwelling, with or without a garage which may be either attached or free standing.
  - (b) No building shall be erected or placed on the Lands that has a ground floor area less than the following:
    - (i) in the case of a "bungalow" style dwelling, not less than 1200 square feet;
    - (ii) in the case of a "story-and-a-half" style dwelling, not less than, 950 square feet; and
    - (iii) in the case of a "two-story" style dwelling, not less than 750 square feet.

For the purposes of this paragraph, the ground floor area shall be measured from the outside walls of the residence, but shall not include any attached garage, patio, porch or other similar building adjunct.

- (c) The Grantee covenants and agrees that under no circumstances shall the Grantee place a mobile home on the Lands, and shall refrain from retaining inoperable vehicles, and other items of unsightly nature on the Lands.
  
- (d) For Building Lots 21-28 only, The Grantee covenants to complete the erection of a dwelling in compliance with these conditions within (4) years from the date of execution of the deed. In the event that the Grantee fails to begin construction of a dwelling within the time limited herein, the Grantor shall have the option to repurchase the said lands from the Grantee for the same amount as paid by the Grantee to the Grantor as consideration for this deed.
  
- (e) Once the construction of a dwelling commences the grantee covenants and agrees to complete the construction and erection of said dwelling within one (1) year from the date of commencement of construction.
  
- (f) The Grantee covenants and agrees to complete the property landscaping visible from the road and or that area fronting on the house and road within eighteen (18) months from the date of commencement of construction on said lot.
  
- (g) No repairs (other than of a minor nature only) shall be furnished to any motor vehicle, boat or trailer on the Lands except those furnished within a wholly enclosed garage and no derelict, inoperable, unused or unsightly motor vehicle, boat or other mechanical devise shall be stored on the Lands.
- (h) All Lands shall be kept clean and sanitary at all times, no house garbage shall be placed outside of any dwelling, unless kept in a garbage enclosure specifically constructed for that purpose.
- (i) The Grantee agrees that the land, landscaping and buildings thereon shall be maintained and kept in a manner consistent with other properties in the subdivision.

## **GRADING**

- (4) The lot shall be graded for water to run either to the roadway or towards the back of the lot, or in the case of waterfront lots, towards the river. The Grantee shall grade their lot so they will not cause water to be trapped in a neighbour's yard or cause water to be diverted onto abutting properties.

## **BUSINESS**

- (5) The said Lands or any building erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacturer, or business of any description, nor as a school, hospital, or other charitable institution nor as a hotel, apartment house, rooming house, or place of public resort, nor for any sport (other than such which are usually played in connection with the occupants of a private residence), nor for any other purpose than a private residence for the use of one family only to each dwelling; nor shall anything be done or permitted upon any of the said Lands or buildings erected or to be erected thereon which could be a nuisance to the occupants of any neighbouring lands or buildings.

## **UTILITY SERVICE, WIRES and CABLES (Waterfront Lots 21-24 Only)**

- (6) Hydro and Telecommunication utility services to waterfront building lots 21, 22, 23 and 24 must be conveyed via underground buried conduits from the utility line poles on Cupids Court.

The Grantee covenants and agrees to purchase a Bell Canada telecommunication service contract on fibre or copper cable (excluding Bell Canada Mobility Cellular (wireless) and Express View Satellite service contracts) for a one year period upon completion of dwelling construction on Lots 20-28.

## **SIGNS**

- (7) No signs, billboards, notices, or other advertising matter of any kind (except the ordinary signs offering the said Lands or buildings thereon for sale or rent) shall be placed on any part of the said Lands or upon or in any buildings or on any fence, tree, or other structure on the said Lands without the consent of the Grantor or its successors in writing.

## **ANIMALS**

- (8) No horses, cattle, hogs, sheep, poultry, or other stock animals other than

household pets normally permitted in urban residential areas shall be kept upon the said Lands. No breeding of pets for sale shall be carried on upon the said Lands.

### **IMPROVEMENTS**

- (9) The Grantee hereby agrees to consent to the construction of sidewalks, pavements, sewers, water mains, and other improvements which may be petitioned for the Grantor or its successor.

### **INTERPRETATION**

- (10) The Grantor retains the sole responsibility of interpreting the application of these restrictions.

### **BREACH**

- (11) In the event that the Grantee is deemed to be in breach of any of these restrictions by the Grantor then the Grantee assumes full responsibility for correcting such violation to the satisfaction of the Grantor. Should the Grantee be negligent in rectifying any breach of this agreement, or refuse to do so, and the Grantor is forced to take legal action to remedy it then the Grantee will be held responsible for all costs incurred by the Grantor in his actions to uphold these restrictions.

### **WAIVER**

- (12) Provided always that notwithstanding anything herein contained, the Grantor and its successors shall have power by instrument or instruments in writing from time to time to waive, alter, or modify the above covenants and restrictions in their application to any lot or lots or to any part thereof comprising part of the said Lands without notice to the owner of any other lot on the said Lands.